Student Organization

Standard Terms and Conditions Contract

This shall serve as a Contract Agreement between , herein referred to as Organization and the undersigned third-party, , herein after referred to as Vendor for the engagement described below:

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| Agency: |  | | |
| Performer: |  | | |
| Payee (listed on W-9): |  | | |
| Fee Agreed Upon: |  | | |
| Date of Event: |  | | |
| Location of Event: |  | | |
| Event Start Time: |  | End Time: |  |
| Number of Performances/Sets: |  | Show/Set Length: |  |

1. Payment:
   1. Vendor shall be paid by check immediately following the completion of the engagement, provided all contract obligations have been met. If not met, payment shall be re-negotiated within ten (10) business days.
   2. According to NJ state law, any business entity earning over $17,500.00 payable from a state contract must comply with NJ law Chapter 51 (formerly Executive Order 134). Organization requires proof of compliance by Vendor before contracts may be signed or offer shall be void.
   3. According to NJ state law, any businesses entity earning over $4,995.00 payable from a state contract must posses a NJ Business Registration Certificate. Organization requires a copy of Vendor’s certificate before payment can be made.
   4. According to NJ state law and TCNJ policy, any business entity conducting business with the State of New Jersey must file a Federal W-9 form with the Organization at time of request for payment.
   5. Organization does not agree to pay for reimbursable expenses, including those related to vehicle, travel, meals, lodging, etc.
2. Attendance at the Event is limited to the employees and students of the college and their guests. An exception is made for guests of Vendor, provided, however, that Vendor shall not bring more than guests to the Event. Organization reserves the right to determine where Performer’s guest shall be seated. In addition, neither Agency nor Performer shall advertise or promote the Event and neither shall encourage members of the public to attend the Event.
   1. Vendor shall not use the name, insignia, or symbols of TCNJ, it’s departments, or any variations or combinations thereof without the express written consent of The College of New Jersey
   2. Vendor shall not use the name of any employee or student of TCNJ for any purpose whatsoever without Organization’s express written consent.
3. Vendor will control the details and manner of performance, but it is agreed to and understood that Organization shall have the right to direct Vendor to discontinue any activity constituting violation of college policy, applicable law, direction of lawful authority, or, if Organization determines, in its sole discretion, that the Event is disruptive to the normal functions of the college. Such discontinuation shall not be considered a breach of this Agreement. Vendor shall be responsible for, and shall pay for, any and all damages to the premises, inappropriate conduct or unsatisfactory performance caused by Vendor and its employees, agents and representatives. Organization may offset the cost of such damages against the fees due to Vendor under this Agreement and may require that payment for any amount not so offset shall be made within fifteen (15) days of receipt of an invoice thereof.
4. If the Vendor cancels this Contract Agreement less than 7 days prior to the date of the performance, the Vendor is obligated to reimburse the Organization for expenses already incurred.
5. The Organization reserves the right to cancel this Contract Agreement with no obligation for payment to Vendor up until 7 days prior to the engagement when circumstances arise concerning the Vendor that the Organization believes pose a risk to health, safety, or security of campus.
6. Neither Organization nor Vendor shall be held liable for payment if the Event cannot take place due to an Act of God, or acts or regulations of public authorities, labor difficulties, civil tumult, strike or epidemic beyond the control of college, “Organization,” or Vendor (collectively, “force majeure”). In such an event, the Parties shall attempt to reschedule the performance for another mutually agreeable date and time. If rescheduling is not feasible, then the Agreement shall be come null and void upon either Party’s written notification to the other. In such an event, Organization shall not be liable for payment of the Event Fee and neither part shall have any other or further obligation to the other arising out of the Agreement.
7. Organization will not indemnify Vendor. Mutual responsibility clause language will be substituted.
   1. Between the Organization and the Vendor, each party shall be subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act; shall be responsible for, and at its own expense, shall defend itself against any and all suits, claims, losses, demands or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the other party, its employees or agents, in the performance of the obligations assumed pursuant to this Agreement. The Organization and Vendor hereby release each other from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under State or Federal law, and arising solely out of or in connection with the obligations assumed by this Agreement.
   2. Nothing contained herein shall be construed so as to create rights in any third party.”
8. All security is subject to the sole and exclusive control of Organization. Neither Vendor nor its agents or employees will be permitted to search attendees, patrol, guard, or in any way provide security for the engagement. With the prior consent of “Organization,” individuals providing personal security for Vendor, subject to any conditions determined by Organization, may accompany the Vendor. If Performer anticipates or encounters any particular security needs or problems, Vendor shall immediately bring them to Organization’s attention.
   1. Vendor shall comply with all security measures and procedures adopted by Organization”, Vendor agrees not to engage in or encourage audience participation in behaviors that in any way threaten or endanger personal safety or security, including but not limited to stage diving, crowd surfing, floating, or moshing. Vendor agrees not to enter the audience at any point during the Event, nor invite or encourage audience members to come on stage, unless previously approved in writing by Organization as part of the Event. Vendor acknowledges that such behaviors significantly increase the risk of injury to patrons. Vendor shall be responsible for any and all damage or injury arising from any such incident.
   2. Possession of weapons on campus is strictly prohibited. Violators are subject to immediate arrest and criminal prosecution.
   3. If Vendor insists upon security measures that are not agreeable to Organization or the college, or violates the provisions of this section, Organization may terminate the Agreement and cancel the Event, and Organization shall be released from any liability or damages for such cancellation.
9. The College strictly prohibits smoking, including vaporizers and e-cigarettes, in all buildings, including but not limited to all performance space(s) and dressing room(s). Smoking is only permitted outdoors. Violators may be subject fine and/or costs for damages.
   1. Organization shall not be obligated to provide any alcoholic beverages, nor shall Vendor’s on-site employees, agents, or representatives possess, distribute, consume, or be under the influence of any alcoholic beverages or controlled substances during the Event, or otherwise while on campus.
   2. If the Event has to be cancelled or stopped due to the possession, distributions, consumption, or influence of alcohol or controlled dangerous substance in violation of law or this Agreement by Vendor, or Vendor’s employees, agents, or representatives, Vendor shall pay the Organization all out-of-pocket expenses incurred in connection with the Event, and in such situation, Organization shall not be liable for any payment to Vendor.
10. This Agreement may not be subcontracted or assigned by Vendor, in whole or in part, without the prior written consent of Organization. Any such attempt at assignment or delegation without Organization written consent shall be null and void. Nothing in this Agreement shall be construed as creating any contractual relationship between any subcontractor and “Organization,” nor shall this Agreement be construed as conveying any third party beneficiary rights on any subcontractor.
11. Organization is an unincorporated association of TCNJ students recognized by the Student Government of the College (“SG”) and may receive funding through the Student Finance Board of the College (“SFB”) or the College Union Board (“CUB”). However, Student Organization is not the College or a constituent part of the College or the State. Contracts between Student Organization and any other party, including this Contract, are not binding upon or enforceable against the College, the State of New Jersey, SG, CUB or SFB (“College Entities”); nor shall College Entities be responsible or liable in any way for the actions or inactions of Student Organization or its members pursuant to the Contract or otherwise. Likewise, any such contract to which Student Organization is a party, including this Contract, shall not be binding upon or enforceable against any student members or officers of Student Organization (including anyone who signed the Contract for or on behalf of Student Organization) nor shall such student members or officers be personally responsible or liable for the actions or inactions of Student Organization under such Contract or otherwise.
12. The laws of the State of New Jersey shall govern this Agreement. Organization and Vendor irrevocably submits to the exclusive jurisdiction of the courts of the State of New Jersey and the United States District Court for the District of New Jersey for the purpose of any suit, action, proceeding or judgment relating to or arising out of the Agreement.
13. Organization and Vendor agree that any changes, additions, or deletions to this Contract Agreement must be completed in writing, signed and agreed to by both parties.

**AGREED AND ACCEPTED:**

**For the Organization: For the Vendor:**

By (print): By (print):

Signature: Signature:

Officer Title in Organization: Title:

Date: Vendor SS# or Federal ID#:

Date:

Student Organization Standard Terms and Conditions Contract Addendum

Parties; Incorporation and Priority; Enforceability and Liability

The parties to the Contract are: (“Student Organization”) and

(“Vendor”).

This “Student Organization Standard Terms and Conditions Contract Addendum” (the “Addendum”) is hereby incorporated into that contract between Student Organization and Vendor (the or this “Contract”). To the extent that the terms of the Addendum conflict with the terms of the remainder of the Contract, the terms of the Addendum shall prevail.

The College of New Jersey (“TCNJ” or the “College”) is a State of New Jersey public institution of higher education. Student Organization is an unincorporated association of TCNJ students recognized by the Student Government of the College (“SG”) and may receive funding through the Student Finance Board of the College (“SFB”) or the College Union Board (“CUB”). However, Student Organization is not the College or a constituent part of the College or the State. Contracts between Student Organization and any other party, including this Contract, are not binding upon or enforceable against the College, the State of New Jersey, SG, CUB or SFB (“College Entities”); nor shall College Entities be responsible or liable in any way for the actions or inactions of Student Organization or its members pursuant to the Contract or otherwise. Likewise, any such contract to which Student Organization is a party, including this Contract, shall not be binding upon or enforceable against any student members or officers of Student Organization (including anyone who signed the Contract for or on behalf of Student Organization) nor shall such student members or officers be personally responsible or liable for the actions or inactions of Student Organization under such Contract or otherwise.

Indemnity and Insurance

Notwithstanding anything else in the Contract to the contrary, Student Organization shall not be obligated to defend or indemnify Vendor.

Limitation of Liability

The liability (including attorney's fees and all other costs) of Student Organization for any claim for damages relating to this Contract shall not exceed the fees Student Organization is obligated to pay Vendor for the portion of the goods and services to which the claim relates. In no event shall Student Organization be liable for any lost profits; lost business opportunity; or consequential, special, incidental, exemplary or punitive damages arising out of or related to this Contract.

Choice and Conflicts of Law; Jurisdiction and Venue

This Contract shall be deemed to have been made and shall be construed, interpreted and governed in accordance with the laws of the State of New Jersey, without giving effect to the choice or conflict of laws principles thereof. Any legal action or proceeding with respect to this Contract must be brought in Mercer County, New Jersey in the courts of the State of New Jersey or of the United States for the District of New Jersey, and Vendor hereby irrevocably accepts the jurisdiction of such courts.

Miscellaneous

Vendor represents and warrants that it and all persons connected with Vendor who perform work on the Services (“Vendor Agents”) are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations. Vendor is an independent contractor. Neither Vendor nor Vendor Agents are employees of the College. Nothing in this agreement is intended to create any legal or contractual relationship between the College and any Vendor Agent.

Vendor shall not assign any of its rights or obligations under this Agreement without the prior written consent of Student Organization, which consent Student Organization may withhold in its sole discretion.

This Contract between Vendor and Student Organization does not bestow upon Vendor rights to enter upon or use property of the College. Any such rights can only be granted in a separate license agreement entered into between Vendor and the College for that purpose.

**AGREED AND ACCEPTED:**

**For the Organization: For the Vendor:**

By (print): By (print):

Signature: Signature:

Officer Title in Organization: Title:

Date: Vendor SS# or Federal ID#:

Date: